

*T. Thompson*

# AGREEMENT

B E T W E E N

**Burns & Co. Limited**

A N D

**The United Packinghouse  
Workers of America  
CIO**

•

**October 1st, 1946**



Text of  
**A G R E E M E N T**

Reached Oct. 1, 1946

BETWEEN

**BURNS & CO. LIMITED**

and

**UNITED PACKINGHOUSE  
WORKERS OF  
AMERICA**

on behalf of

Local 224 ..... Winnipeg, Manitoba  
Local 226 ..... Regina, Saskatchewan  
Local 233 ..... Edmonton, Alberta  
Local 234 ..... Prince Albert, Sask.  
Local 249 ..... Vancouver, B.C.  
Local 363 ..... Calgary, Alta.



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THIS AGREEMENT entered into as of the 1st day of August, 1946, BETWEEN

BURNS & Co. LIMITED, hereinafter called "the Company",

- and -

UNITED PACKINGHOUSE WORKERS OF AMERICA, on behalf of the local Unions hereinafter named, and herein called "the Union".

In consideration of the mutual covenants herein contained the parties hereto agree each with the other as follows:

## RECOGNITION

The Company recognizes the Union affiliated with the Congress of Industrial Organization and the Canadian Congress of Labor, as the exclusive bargaining agency for its plants as under;

Plant	Bargaining Agency
Winnipeg, Manitoba .....	Local 224 U.P.W.A.
Regina, Saskatchewan .....	Local 226 U.P.W.A.
Edmonton, Alberta .....	Local 233 U.P.W.A.
Prince Albert, Sask. ....	Local 234 U.P.W.A.
Vancouver, B.C. ....	Local 249 U.P.W.A.
Calgary, Alberta .....	Local 363 U.P.W.A.

The Company will not bargain collectively with any other labor organization affecting employees in any bargaining unit.

## ARTICLE 1 — PURPOSES

The purpose of this agreement is to maintain a harmonious relationship between the Company and its employees; to provide an amicable method of settling any grievances or differences which might possibly arise; to promote the mutual interests of the employer and the employees. The Company and the employees jointly recognize the con-

tinuing need for maintaining efficient production in the packinghouse industry at all times and the necessity of rendering efficient service to the producers and consumers and realizing their mutual responsibility pledge full co-operation to that end.

## **ARTICLE 2 — BARGAINING UNIT**

The bargaining unit is comprised of all the employees on the plant payroll, as distinguished from the office payroll, with the exception of:

(1) Watchmen.

(2) Assistant foremen on a weekly wage regularly in charge of a section of a department, not to exceed in total one for every two foremen.

(3) Foremen, and those above the rank of foremen. .

## **ARTICLE 3 — MANAGEMENT**

The Union recognizes the sole right of the Company to manage the Plant and direct the work of the employees including the right to hire, promote, demote, suspend, discharge for cause, lay off, assign to jobs and shifts, transfer employees from department to department; increase or decrease the working forces; determine the products to be handled, processed or manufactured; the schedule of production and the methods, processes and means of production and the handling of same. The Company shall not discriminate against present and prospective employees whether or not they are members of the Union. This article shall not be used for the purpose of avoiding the effect of the other provisions of this agreement



## ARTICLE 4 — GRIEVANCE PROCEDURE

(a) A Grievance Committee, the number to be decided by local negotiation between the Union and the Company, the members of which shall be regular employees of the Company, who have attained seniority, shall be elected by the Union in a manner determined by them, and the Company shall be kept informed of the personnel of that committee.

(b) Shop stewards, all of whom shall be regular employees of the Company who have attained seniority, the number to be decided by local negotiation between the Union and the Company, shall be elected by the Union and recognized by the Company. A list of all such stewards stating the department or groups each represents shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in this list. Before a steward shall leave his job or his department in connection with any difference he shall notify the person in charge of that department and shall, within one hour, be granted permission to leave. Should the steward go into any department he shall first report to the person in charge of that department.

(c) Should any difference arise under this agreement between the Company and the employee members of the Union it shall be settled by the following method, each step to be taken progressively unless the difference has been settled in an earlier step:

**First:** the employee shall first take the question up with his foreman. In so doing the employee may or may not be accompanied by the steward, as he elects; provided, however, that in respect to any settlement effected by the employee without the steward, the steward may re-open the question by discussing same with the employee and the

foreman. If the question is not settled by the end of the next work day; then

**Second:** the steward with or without the employee shall present the question to the general foreman or divisional Suprintendent. If the question is not settled by the end of the next work day; then

**Third:** the Chief Steward, with or without the steward of the department involved, shall present the question to the Plant Superintendent. If the question is not settled by the end of the next two (2) work days; then

**Fourth:** the Grievance Committee of the Union shall present the question in writing at a meeting with a committee designated by the Company. If the question is not settled by the end of the next three (3) working days; then

**Fifth:** within five (5) days of announcement of failure to reach a decision the question shall be presented to the plant management by the Union Grievance Committee which may be accompanied by a Union representative (not necessarily an employee). If the question remains unsettled after one (1) week; then

**Sixth:** within five (5) days of announcement of failure to reach a decision the question shall be taken up with the National officers of the Union and officials of the Company, a decision to be rendered within one (1) week after presented or such other period as may be mutually agreed upon. This step may be eliminated where deemed desirable by either party.

**Seventh:** If the difference still remains unsettled, then within ten (10) days of announcement of failure to reach a decision, steps shall be taken under the procedure as outlined in Article 14 hereof.

(d) Grievances may be submitted in writing at any of the stages set out in section (c) if either party considers it necessary. The employee may be present if he so desires in any of the steps outlined in section (c) hereof.

(e) When a decision is reached under any one of the methods outlined in section (c) immediately preceding, such decision shall be final and binding and shall be retroactive to the date of the original submission in writing unless otherwise directed in such decision, provided however, a grievance affecting a rate of pay shall be retroactive to the date it was first submitted in writing.

(f) If an employee's difference is that he has been unjustly discharged from the service of the Company, he shall submit his difference in writing through the Grievance Committee of the Union within three (3) working days after receipt of such notice of dismissal, and the difference will be considered commencing at the Fourth step of section (c) of this Article. In the event of such employee being reinstated, he shall be paid for this period during which he has not worked as if he had not been dismissed.

(g) Should any difference arise between the Company and the employee members of the Union as to the meaning and application of the provisions of this agreement, the question shall be taken up commencing at the Fourth step of section (c) hereof.

(h) Pending settlement of any difference as outlined in section (c) and (g) hereof, an aggrieved employee shall perform the duties assigned to him by the person in charge of the department.

### **No Cessation of Work**

(i) There shall be no strikes, or lockouts during the term of this agreement and thereafter while negotiations are under way for a renewal or extension thereof, and the

Union and its members shall not during the aforementioned period call, encourage, support or take part in any strike, walkout, stoppage, slowing down or other cessation of work in or on the Company's plant or property which shall in any way affect the operations of the Company.

## **ARTICLE 5 — MAINTENANCE OF MEMBERSHIP**

(a) Subject to compliance with the procedure hereinafter set out, it shall be a condition of employment that any employee of the Company who on October 1, 1946, is a member of the Union in good standing, or who becomes a member after that date, shall maintain such membership during the term of this Agreement, namely August 1, 1946, to July 31, 1947. The Union shall provide each employee member of the Union with a copy of this Agreement.

(b) Any employee to whom section (a) of this Article applies may resign from membership in the Union between July 17th, 1947, and July 31st, 1947 inclusive, and his future employment shall not be thereby affected.

(c) No coercion or intimidation of any kind shall be practised to compel or influence any employee to join the Union nor shall any discrimination of any kind whatever be practised or permitted with respect to employees who are or who become members of the Union.

(d) Any request by the Union that the Company dispenses with the service of an employee on account of his failure to maintain his membership shall be made in writing by the Secretary of the Union to the Company, with a copy to the employee, and such notice shall indicate the reason for the request.

(i) The Company shall within one week

of receipt of such notice give the employee notice of separation unless in the meantime the employee shall have been reinstated as a member of the Union.

(ii) If any employee asserts that such separation is not justified, such assertion shall be submitted in writing to the Plant Superintendent, with a copy to the Secretary of the Union, within five (5) days by way of appeal as a grievance as provided in Article 4 of this Agreement.

(iii) Pending settlement of any complaint under sub-section (ii) immediately preceding, the separation notice shall be held in abeyance, the employee affected shall remain at work and he shall not be subjected to any coercion, intimidation or mistreatment of any kind.

## **ARTICLE 6 — CHECK-OFF**

(a) The Company agrees that upon receipt of written authorization in form prescribed in section (b) of this Article, it will, so long as such authorization remains in force, deduct from the employee's pay on his first pay day in each calendar month during the term of this agreement the amount of Union dues so authorized to be deducted, and will transmit the total sum of the amounts so deducted to the Financial Secretary of the Union on or before the 1st day of the following calendar month, and such authorization shall extend through the periods of lay-offs and rehiring provided the employee's seniority has not been broken.

(b) The following form of authorization is mutually agreed upon as "the prescribed form" referred to in the next preceding section of this article:

"Subject to the provisions of the prevailing agreement between United Packinghouse Workers of America and Burns & Co. Limited.

"I ....., being an employee of Burns & Co. Limited, at its plant at ....., and a member of Local ..... of the United Packinghouse Workers of America, hereby authorize and direct Burns & Co. Limited, to deduct monthly on the first pay day of each calendar month from any earnings accumulated to my credit the sum of \$ ..... this being the amount of my monthly dues to Local ..... of the United Packinghouse Workers of America.

"I further authorize Burns and Co. Limited, to pay the amounts so deducted to the Financial Secretary of the said Local ..... whose receipts therefor shall constitute a good and sufficient discharge to Burns & Co. Limited, for the amounts so deducted from my earnings.

"I reserve the right to cancel this authorization at any time on 15 days notice to Burns & Co. Limited, and agree that if it is so cancelled it may not be again renewed until after the expiration of a further 15-day period.

Name .....

Address .....

Number .....

Witness .....

Date:

.....194....."

## ARTICLE 7 — WAGES

Provisions in respect to wages are set out in Schedule A, attached hereto and form a part of this Agreement.

Within ten days of the date hereof application shall be made to the Regional War Labour Board by the Company and the Union jointly, for approval of the following increase in the rates of wages and the approved rates shall remain in effect for the term of the agreement;

Five (5c) cents an hour effective August 1st, 1946, an additional five (5c) cents an hour effective October 1st, 1946, the retro-active increase to be paid only to those employees in the service of the Company as of October 1st, 1946.

## **ARTICLE 8 — HOURS OF WORK**

Provisions in respect to the hours of work are set out in schedule B, attached hereto and form a part of this agreement, and shall remain in effect for the term of this agreement.

## **ARTICLE 9 — 37½ HOURS PAY GUARANTEE**

Based upon the present prevailing hours of work, as outlined in Schedule B hereof, if an employee's earnings, excluding only the standards bonus and night premium, do not amount to the equivalent of thirty-seven and one-half (37½) hours pay at his job rate, hereinafter called the "guaranteed payment", the Company shall make up the difference subject to the following provisions:

(i) The Company shall at its discretion adjust gangs in proportion to the work available or work expected, distribute work within departments and transfer employees from one department to another, reasonable consideration being given to ability and seniority, and also in the case of extreme changes in temperature when it is an immediate transfer from another task.

(ii) Employees hired on a casual or part-time basis (examples: cured hide take-up, snow shovellers, supply unloaders, wreckers, etc.) shall not receive the guaranteed payment.

(iii) Each employee shall perform conscientiously whatever task may be assigned to him. If an employee declines to perform

the task assigned to him, the Company shall not be required to make the guaranteed payment to that employee for the week in which such refusal is made.

(iv) The guaranteed payment shall be reduced one-half hour for every half-hour or fraction thereof that an employee is late in reporting for work.

(v) An employee who is absent from work at any time his gang works shall forfeit his right to the guaranteed payment for the payroll week in which such absence occurred, unless such absence is excused by the Company and in such case the guaranteed payment shall be reduced by the number of hours the employee is absent.

(vi) An employee who is employed after the first of the plant week shall be guaranteed, for such week, that fraction of thirty-seven and one-half ( $37\frac{1}{2}$ ) which the normal hours remaining of the plant week is to 45.

(vii) An employee discharged for cause or who voluntarily leaves the service of the Company shall not receive the guaranteed payment for the week in which he is discharged or leaves. An employee laid off because of a reduction in staff shall receive the full guaranteed payment for the payroll week in which he is given notice, but should he continue his employment into the following payroll week, he shall receive further that fraction of the guaranteed payment which the scheduled hours for the duration of the notice in the payroll week of leaving is of 45.

## **ARTICLE 10 — SENIORITY**

(a) Seniority is defined as the length of an employee's service with the Company, or any of its plants, calculated as the elapsed time from the date he was first employed, unless his seniority was broken, in which event such calculation shall be from the date



that he returned to work following the last break in his seniority, subject to the following:

(i) An employee's seniority rights shall become effective when he has completed three months of unbroken service with the Company. In the case of an employee who has not acquired seniority rights a break in his weekly earnings record shall constitute a break in his service, unless such break is caused by illness certified in writing by a practising Physician or Surgeon, or leave of absence granted by the Company.

(ii) The Company shall compile seniority lists showing those employees who have plant seniority, and those who have seniority in each of the seniority divisions, and shall revise such lists afterwards as required. The lists shall be posted in conspicuous places throughout the plant. The seniority lists shall include all employees who have acquired seniority with the Company and whose seniority is still in effect, and those who have served in the armed forces and retain their rights to reinstatement under the Reinstatement of Civil Employment Act, 1942, Chapter 31 and amendments. Seniority lists shall be based upon the records of the Company, subject to adjustment for errors.

(iii) Seniority shall be on a divisional basis until an employee has completed one year of seniority service. For this purpose the divisions shall remain as at present in effect, subject to such changes as may be agreed upon locally.

The divisions are as follows:

(iv) The seniority of an employee shall be considered broken, all rights forfeited and there is no obligation to rehire when he:

Voluntarily leaves the service of the Company or is discharged for cause; or

Fails to return to work when called, or cannot be located after a reasonable effort on the part of the Company. A letter directed to his last known address with a copy to the Union, shall constitute reasonable effort on the part of the Company. The employee shall within two (2) working days (if the address is in the city in which the plant is located) or seven (7) days (if the address is outside the city in which the plant is located) of date of such notice notify the Company with respect thereto, and in such event the employee shall return to work within a reasonable time to be determined by the Company and the Union. (This clause shall not apply to work of a temporary nature of less than ten (10) days duration.)

In cases where it is necessary to secure workers in less time than the required notice the Company, if unable to make contact with the senior eligible employee, may recall the next senior employee, and so on down the list, until the vacancies are filled. However, should the senior employee subsequently report within the required time he shall be given the work for which the next senior employee was recalled.

Employees shall notify the Company and the Union of all changes in address, temporary or permanent; or

Has been off the payroll of the Company for a period longer than the time allowed in the following schedule:

<b>Length of Seniority at date of Separation</b>	<b>Length of Allowable time off Payroll</b>
Less than one year .....	5 months
One yr. and not more than 2 yrs.....	12 months
Over two years .....	Equal to length of seniority at date of separation

(v) Seniority service records shall not be considered broken by reason of:

Absence on leave granted by the Company;  
or

Absence on Service in the Military, Naval, Air or Auxiliary Forces of Canada, or any part of the British Commonwealth of Nations or Allies thereof engaged in World War II, or in the event of compulsory transfer of an employee to another occupation under Government Order. Seniority shall continue to accumulate while such employees are so absent, and upon their discharge they shall be entitled to the privileges and subject to the terms of the Reinstatement of Civil Employment Act, 1942, Chapter 31. Any adjustments in the personnel of jobs as may be considered necessary by the Company to reinstate the employees returning from such service may be made by the Company from time to time; or

Absence of an employee member of the Union who has given one week's notice to the Company that he requires leave of absence on account of his election or appointment to a full time position with the Union, limited however, to the basis of one employee for each plant of the Company, and such leave shall not exceed the term of this agreement, but, upon application of such employee, the leave shall be renewed.

Employees, the number to be agreed upon locally by the Company and the Union, chosen by the Union to attend to Union

business outside the plant shall be granted leave of absence not exceeding thirty days providing that the absence of each such employee shall not unreasonably affect the operation of his department.

(b) In the event of a reduction of staff and in the rehiring of employees, seniority shall apply, provided the senior operator is capable of handling the work to be performed. The Company shall advise the Union when a lay-off is about to take place, and shall give the Union a list of employees rehired.

(c) In the event of an employee being transferred from one division to another, he retains his seniority in the original division until six months have elapsed. After the expiration of six months in the new division, his seniority is transferred to that division.

(d) An employee with one year or more of seniority service with the Company shall enjoy plant seniority and may not be laid off unless it is found that there is no job available for which such employee is qualified. The Superintendent shall decide as to the availability of a job and the qualifications of an employee, subject to the right of appeal by the Union under the provisions of the Grievance Procedure.

(e) Promotion within the bargaining unit shall be based on ability, merit and seniority. Ability and merit being sufficient, seniority shall prevail. The Superintendent of the Company in charge shall be the judge, subject to appeal through the regular grievance procedure. Employees accepting promotion will be allowed a reasonable time in which to qualify.

(f) A plan will be worked out in each plant between the local Union and the plant management whereby employees with seniority will be given ample opportunity to apply for preferable vacancies when they occur.

(g) An employee who is transferred at his own request from one plant of the Company to another, shall retain his seniority provided this is agreeable to the Local Union.

## **ARTICLE 11 — VACATIONS**

(a) Every employee is entitled to one week's vacation with pay for the first time after his income tax record shows earnings from the Company for each of 52 weeks, provided that there is no break of 5 consecutive weeks or more when no earnings are shown, and he shall receive the normal vacation pay for this vacation.

(b) The normal vacation pay shall be the basic number of hours per week at the employee's regular hourly rate or, in the case of a weekly paid employee, the weekly rate.

(c) On January 1st of each year the record of service for the previous twelve months is tabulated for each employee who previously has had at least one vacation with pay. A vacation list for these employees for the then ensuing year shall be prepared.

(d) Every employee on said list will receive a vacation with pay in the calendar year for which the vacation list is prepared, and his vacation pay shall be the normal vacation pay pro-rated on the number of weeks in the previous calendar year in which earnings appear on the payroll and for which vacation pay has not already been granted under section (g) hereof.

(e) For the purpose of calculating vacation credit illness certified by a practising physician or surgeon, or leave of absence granted by the Company shall be considered as time on the payroll.

(f) The duration of the annual vacation shall be as follows:

Length of Seniority Service on Dec. 31st  
of the year in which the vacation  
is to be taken.

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(Length of vacation to which the employee  
is entitled—in brackets)

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1 year and less than 5 years **(1 week)**

5 years and less than 15 years **(2 weeks)**

15 years and less than 20 years

**(3 weeks for female and 2 weeks for male)**

20 years and over **(3 weeks)**

(g) An employee who is discharged for cause from the service of the Company forfeits his unexercised vacation privileges. When an employee leaves the service of the Company for reasons other than being discharged for cause and he has had more than six (6) months of service he shall receive vacation pay in accordance with the following:

(i) If he leaves prior to taking his vacation for the current year, he shall receive  $1/52$  of his normal vacation pay for each week worked since his anniversary date of employment for which he received his last vacation, or if he has not had his first vacation, the date he was employed; or

(ii) If he has taken his vacation for the current year after his anniversary date for that year he shall receive  $1/52$  of his normal vacation pay for each week worked since his last anniversary date of employment; or

(iii) If he has taken his vacation for the current year before his anniversary date

for that year an adjustment in pay will be made at time of leaving.

(h) Each employee shall take his vacation during the year in which he becomes entitled to it. Vacations may be given at any time during the year, subject to the demands of of the business. The Company shall make every reasonable effort to meet the wishes of the employees in allocating vacation periods. Insofar as it is possible, the employees shall avoid requesting vacations during the time of heavy production in their particular department.

(i) If a statutory holiday falls within the vacation period assigned to or chosen by any employee, the Company will at its option either allow the employee concerned a compensatory day's holiday with pay or payment at regular scheduled rates for the normal hours worked on such statutory holiday.

## **ARTICLE 12 — SHARPENING TOOLS, ETC.**

The present practice in each plant shall apply.

## **ARTICLE 13 — GENERAL**

### **Protective Service:**

(a) In the event of any strike, walkout or stoppage of work, the Union shall not do or permit to be done anything by any of its members to prevent Power-house staff such as firemen, engineers and an electrician from continuing all or any part of their regular duties in the service of the Company. Furthermore, the Union shall co-operate and assist the Company in taking reasonable precautions to protect perishable products, but such assistance shall only extend through such period as the Company does not attempt to restore regular production.

**Laundry:**

(b) The free laundry service now in effect, for employees' working clothes, shall be continued.

**Company Stores:**

(c) Working apparel and equipment purchased by employees at the Company's stores shall be sold at cost. Deductions for apparel or equipment purchased by a new employee shall be made out of the first two wage payments due such employee.

**Safety Equipment:**

(d) The Company shall provide safety equipment free of charge to employees whose work makes it desirable in the interest of safety to use such equipment. The employees shall use and assume responsibility for the reasonable care of all safety equipment supplied to them. In the event that such safety equipment is lost or is not returned on demand, the Company shall be entitled to deduct the cost of same from the employee's wages. It is understood that the said safety equipment shall not be deemed to include such personal necessities as safety boots, overalls, scabbards, gloves, or any other article which becomes the personal property of the employee.

**Bulletin Boards:**

(e) The Company shall designate Bulletin Boards for the use of the Union at conspicuous places throughout the plant. All bulletins shall be submitted to the Management for approval before posting.

**Masculine Gender:**

(f) Except where specifically stated to the contrary or where the sense requires the contrary, use of the word "he", "him", or "his" in this agreement shall be considered to also include the feminine gender.



## **ARTICLE 14 — ARBITRATION**

(a) Any disagreement, grievance or dispute arising under this agreement which is not settled to the satisfaction of either the Union or the Company under the provisions of Article 4 hereof, shall, upon the written notice of either party, be submitted to an Arbitration Board, provided the grievance involves the interpretation or alleged violation of any provision of this agreement. The Arbitration Board shall be established within thirty days from such written notice and shall consist of three members, one of whom shall be nominated by the Union and one by the Company, and a Chairman selected by the two nominees. In the event of the failure of the two nominees to agree upon the selection of a Chairman, the Minister of Labour for Canada shall appoint someone other than a Civil Servant to act as Chairman.

(b) The matters and things to be considered by such Board shall be restricted to the provisions of this Agreement, and any decision shall be based and determined solely on such provisions and shall not change, add to, vary or disregard the same.

(c) Decisions shall be determined by a majority of the Members of the Board and such decision shall be final and binding on the parties hereto.

(d) The Union and the Company shall pay the fees and expenses of their respective nominees and the fees and expenses of the Chairman shall be divided equally between the Company and the Union.

## **ARTICLE 15 — TERMINATION OF AGREEMENT**

The term of this Agreement shall be from August 1st, 1946, to July 31st, 1947, and shall continue in force thereafter on a yearly

basis, which in each instance of renewal shall be regarded as the term of the Agreement, until terminated by either party giving the other party sixty (60) days notice in writing prior to the expiration date. If amendments are contemplated by either party, to become effective in the ensuing year, the party proposing such amendments shall give notice in writing thereof to the other party not less than sixty (60) days before the expiration, and negotiations on such amendments shall be commenced within thirty (30) days of the receipt of such notice.

All Parties to this agreement recognize and agree that in its application at each plant the primary responsibility for interpreting and administering its provisions shall be the duty and obligation of the Local Union and the local plant management.

The terms and conditions of this agreement shall be effective as of October 1st, 1946, except as otherwise specifically provided in Article 7 hereof.

**BURNS & CO. LIMITED**

**B. FREEMAN**

**UNITED PACKINGHOUSE WORKERS  
OF AMERICA**

**F. W. DOWLING**

**Director District 10**

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This Agreement is signed by the duly authorized officers of Local No. \_\_\_\_\_, of the U.P.W.A., and by the authorized Superintendents of the Company's Plant at \_\_\_\_\_, as evidencing their agreement to and concurrence in its terms.

# **UNITED PACKINGHOUSE WORKERS OF AMERICA**

## **Winnipeg Local 224**

L. HARRIS, President  
H. DODDS, Financial Secretary

## **Regina Local 226**

C. LYONS, President  
L. SCHEAFFER, Chief Steward

## **Edmonton Local 233**

JAMES HENDERSON, President  
LEN BURTON, Secretary

## **Prince Albert Local 234**

ROY RODGERS, President  
J. DONALD, Chief Steward

## **Vancouver Local 249**

J. BURY, President  
M. F. DEAN, Secretary

## **Calgary Local 363**

JOHN R. MONTGOMERY, President  
D. S. HANNAH, Vice-President

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## **BURNS & CO. LIMITED**

A. A. IRVIN,  
Superintendent, Winnipeg.

R. PAUL,  
Superintendent, Regina.

D. MURPHY,  
Superintendent, Edmonton.

S. J. McLAUGHLIN  
Superintendent, Prince Albert.

ALICK ERICKSON,  
Superintendent, Vancouver.

JAMES WARDHAUGH,  
Superintendent, Calgary.

Dated October 1st, 1946.

## SCHEDULE "A" — WAGES

(a) The schedule of base rates shall be initialled by the President or Chief Steward of the Union and the Superintendent of the Company, and such schedule shall be available in the Superintendent's office for reference by:

(i) The employee members of the Union serving on the Grievance Committee, described in Article 4 of this Agreement.

(ii) The Union Stewards described in Article 4 of this Agreement, each of whom may refer to the rates of the department he represents.

(b) The term "base rate" shall mean the rate set down for a specific labor operation under the Company's base rate schedule.

The term "job rate" shall mean the rate determined by a combination of base rates applicable to the work performed by the employee, and the job rate shall be determined as follows:

(i) The two highest base rates shall be used; the highest rate at the actual time worked and the second highest rate for the remainder of the time worked.

(ii) When an employee spends 75% or more of his time on a higher rated job, then the highest base rate shall become the job rate.

(c) A new employee shall receive the job rate for the work to which he is assigned when he becomes qualified but such qualifying period shall not be longer than six weeks.

(d) If an employee is transferred permanently to work where the job rate is higher, and in the opinion of the foreman he is qualified, he shall receive the higher rate. An employee shall be advised when a transfer is permanent. If an employee is kept on work where the job rate is higher for

a period of six (6) consecutive weeks such a transfer shall automatically be considered permanent.

(e) If an employee is temporarily assigned for a period of twenty-two (22) hours in any payroll week to relieve another employee who is temporarily absent and should the job rate on the assigned work be higher, then the higher job rate shall be paid in the payroll week following. The employee shall be returned to his regular rate in the payroll week immediately following his return to his regular work.

(f) If an employee is transferred to work where the job rate is lower he shall receive his regular rate for a period of six (6) consecutive weeks while on the assigned work after which the lower job rate shall prevail.

(g) Each employee shall receive a night shift premium of five (5c) cents per hour for all hours worked (except over-time hours) between six (6) p.m. and six (6) a.m. but such premium shall not be regarded as part of his regular hourly rate. In Vancouver and Winnipeg plant where a different basis from the above has been agreed upon such different basis shall remain in effect until changed by local agreement.

## **SCHEDULE "B" — HOURS OF WORK**

### **Schedule for Calculating Overtime**

1. For the purpose of calculating if over-time is payable, the Company shall set out in Schedule "C" the hours of work, which may vary from department to department and between employees within a department. The hours set out in Schedule "C" shall total not more than forty-five (45) for any payroll week, and must not exceed:

(i) For a five-day week — 9 hours per day, Monday through Friday; or

(ii) For a six-day week — 8 hours Monday

through Friday and 5 hours on Saturday for single and double shifts; or

7½ hours in each of six days for triple shifts; or

(iii) Such other schedule as may be agreed upon by the Union and the Company for continuous shifts, and for special cases such as janitors, clean-up men, etc.

2. Schedule "C" may be changed from time to time as required to meet the needs of the business, but such changes shall not be made effective until seven days notice has been given in the case of a department, or 24 hours' notice in the case of individual employees. When an individual employee is required, before the expiry of the said 24 hours notice, to work before or after his scheduled hours he shall receive overtime for such work. Provided however, when the only change is that the starting time is set back to a later hour, such change shall not be regarded as a change in the scheduled hours under the provisions of this section 2 but overtime shall commence one hour after the normal end of the shift.

### **Overtime**

3. The Company and the Union recognize that it may be necessary for employees to work in excess of their regular number of hours due to fluctuating livestock receipts and variable volume but the Company will limit the hours of work beyond such regular number of hours to what is reasonable.

4. Continuous shift operators, such as firemen and engineers, may be required to work forty-eight (48) hours in a payroll week, but shall receive overtime rates for the hours worked in excess of forty-five (45), whether they are weekly or hourly paid employees.

5. For all hours worked in excess of the number of hours set out in Schedule "C" all employees, other than continuous shift

operators, shall, in the case of;

(a) hourly paid employees, be paid overtime at one and one-half times their regular hourly rate; or

(b) weekly paid employees, receive compensating time off equal to such excess hours worked, such time off to be taken on days as agreed upon by the employee and the Company, but at the option of the employee as to whether it shall be taken at the beginning or the end of the day. However, if in any day the overtime is thirty (30) minutes or less it may be compensated at the Company's option, at any time during the same payroll week. If the overtime is more than thirty (30) minutes in any one day it shall be accumulated unless otherwise agreed. No accumulated time off shall be taken until it amounts to four (4) hours or more.

If the starting time of a shift scheduled to commence between 6 a.m. and 8 a.m. inclusive is set back to a later hour then, irrespective of the number of hours worked, overtime rates shall apply after six (6) p.m. Monday through Friday or after one (1) p.m. on Saturday. Where triple shifts are scheduled on a six  $7\frac{1}{2}$  hour basis overtime shall commence after five (5) hours on the Saturday shift.

6. When an employee is especially called back to work in case of an emergency outside his normal working hours, he shall be through when the emergency is over but shall be paid for four (4) hours at his job rate or for the hours actually worked at the overtime rate, whichever is the greater.

7. The payment of overtime or Sunday rates in this Schedule "B" shall not be construed to require duplication of overtime or Sunday pay involving the same hours of work.

## **Sunday Work**

-8. Double the regular hourly rate shall be paid to hourly-paid employees for work performed on Sunday except where the work regularly falls on Sunday, in which latter case the employee shall be paid double the regular hourly rate if he works on his day off in lieu of Sunday. A weekly-paid employee shall be compensated by equal time off as set out in section 5 hereof. In the case of employees starting a night shift prior to midnight Sunday, the hours worked before midnight will not be considered as Sunday work as these hours are part of their Monday shift.

## **Statutory Holidays**

9. Eight (8) statutory holidays shall be recognized and regular hourly-paid employees, who are not exempt from the weekly pay guarantee as set out in section (ii) of Article 9 hereof, shall receive pay for the scheduled hours on such days at their regular hourly rate, and in addition shall receive pay for any hours actually worked on such days at their regular hourly rate.

The statutory holidays referred to herein are:

New Year's Day	Thanksgiving Day
Victoria Day	Good Friday
Labour Day	Dominion Day
Christmas Day	

In the event of the holiday falling on Sunday, it shall be observed on the day substituted by the Dominion Government. If by competent authority some general and non-recurring Public holiday of general observance is proclaimed, hourly rated employees required to work on it shall, for the hours so worked, receive one and one-half (1½) times their regular hourly rate.



10. Weekly paid employees other than Continuous Shift Operators shall receive equivalent time off for any work performed on one of the above-named statutory holidays.

11. A continuous shift operator whose day off falls on a statutory holiday shall be paid the regular rate for the normal hours of work which he would perform on such day. Continuous Shift Operators who are called upon to work on a statutory holiday may elect to receive double the regular rate for the work performed upon such day, or may elect to receive the regular rate and be allowed a day off with pay, and may if they so elect accumulate such days off, to be taken at such time as best suits the reasonable convenience of the Company after consultation with the employee concerned.

### **General**

12. Employees, when called for work, shall be guaranteed four hours pay for that day at the regular hourly rate. Employees who leave of their own accord when work is available will not receive this guaranteed minimum four hours pay.

13. Except in case of emergency, employees shall not be required to work more than five (5) hours without a lunch period, (providing however, the working time for the killing gang can be extended by one-half ( $\frac{1}{2}$ ) hour, and more than two and one-half ( $2\frac{1}{2}$ ) hours without a ten minute rest period. For the purpose of this section a lunch period shall constitute a rest period. This section does not apply to Continuous Shift Operators, such as firemen or engineers, as such employees are permitted to eat their lunch at their regular working post on Company time.

14. During a mechanical breakdown time shall continue to accumulate to an employee transferred temporarily to other work or instructed by his foreman to wait on the premises of the Company.





